IN THE COUNTY COURT FOR THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO: 2025-SC-036836-O

PRESTIGE AUTO & TRUCK GLASS LLC
o/b/o Garrett Suarez,

Plaintiff,
vs.

GOVERNMENT EMPLOYEES INSURANCE
COMPANY,

Defendant.
_____/

ORDER GRANTING JOINT MOTION TO FILE CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT UNDER SEAL OF COURT

This matter is before the Court on The Parties' Joint Motion for the Court to Determine the Confidentiality of Court Records and for Protective Order on the Parties' Confidential Agreement filed by Defendant and Plaintiff (the "Joint Motion") pursuant to Florida Rule of General Practice and Judicial Administration 2.420. The Parties jointly move for the Court to determine the confidentiality of a court record and for entry of a protective order precluding the Parties' public disclosure of the court record, which is a confidential settlement agreement entered into by the Parties and other third, nonparties (the "Confidential Agreement"). The Parties seek an order sealing the Confidential Agreement as set forth in this Order.

Having considered the argument of the Parties and the legal authority within the Parties' Joint Motion, and otherwise being fully advised in the premises, the Court **GRANTS** the Parties' Joint Motion as follows:

1. Confidentiality of the Parties' Confidential Agreement is required to avoid substantial injury to the Parties and third, nonparties by the disclosure of matters protected by a

common law or privacy right not generally inherent in this type of proceeding. Specifically, the Parties' Confidential Agreement contains competitively and commercially sensitive information pertaining to the Parties' businesses, the nature and/or settlement of disputed or potentially disputed claims, and the obligations of the Parties to resolve disputed or potentially disputed claims, which must remain confidential in order to avoid substantial injury to the Parties.

2. The confidential information must be maintained under seal for the duration of the subject case and until further order of this Court, after notice to the Parties, and upon consideration of the ongoing interests of the Parties. The Court finds that no less restrictive measure is available to protect these interests and the degree, duration, and manner of confidentiality ordered herein is no broader than necessary to protect these interests. Specifically, the Parties' Confidential Agreement and its commercial and competitively sensitive terms and conditions generally pertain to issues reaching far beyond the limited scope of the subject case. Because of the expansive and far-reaching nature of this Confidential Agreement, there is no less restrictive measure available to protect the interests of the Parties.

3. Pursuant to Florida Rule of Civil Procedure 1.280, the Court further enters a protective order requiring the Parties to maintain the confidentiality of the Parties' Confidential Agreement and its terms and conditions by requiring:

A. That if a Party files the Confidential Agreement or any documents that reference confidential terms or conditions within the Confidential Agreement, then that Party must also file a Notice of Filing of Confidential Court Records sufficiently informing the Clerk of Court of the filing containing the Confidential Agreement and/or identifying the portions within a filing containing references to the Confidential Agreement's confidential terms and conditions, and requesting that the filing and/or portions of the filing be sealed; and

B. That if a Party files the Confidential Agreement, then that Party must only file the redacted version of the Confidential Agreement as approved by the Parties and filed in connection with the Parties' Joint Motion.

It is hereby **ORDERED** that:

1. The Clerk of the County Court shall continue to maintain under seal the following documents and information related to this matter and keep such documents and information from public access: The "Confidential Settlement and Release Agreement" entered into between the Parties with an effective date of November 29, 2023, and all references to the terms and conditions contained within the Confidential Agreement, as filed with Plaintiff's Notice of Confidential Information within Court Filing filed in this matter.

It is further **ORDERED** that any materials sealed pursuant to this Order may otherwise be disclosed only as follows:

To any judge of this Circuit for case-related reasons;

To the Chief Judge or his or her designee;

To the following specific individuals: The Parties named in this lawsuit, as well as counsel for the respective Parties; and/or

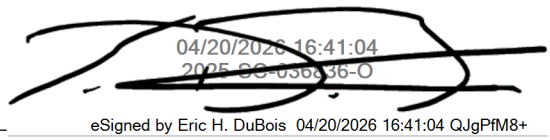
By further order of the Court.

It is further **ORDERED** that any materials sealed pursuant to this Order shall be conditionally disclosed upon the entry of a further order by this Court finding that such disclosure is necessary for purposes of judicial or governmental accountability or First Amendment rights.

It is further **ORDERED** that the Clerk is hereby authorized to unseal any materials sealed pursuant to this Order for the purpose of filing, microfilming or imaging files, or transmitting a record to an appellate tribunal. The materials shall be resealed immediately upon completion of the filing.

It is further **ORDERED** that, within 10 days of the date of this Order, the Clerk shall post a copy of this Order on the Clerk's website and in a prominent public location in the County Court for the Ninth Judicial Circuit in and for Orange County, Florida for a period of 30 days to provide public notice.

DONE AND ORDERED in Chambers in ORANGE County, Florida this 20th day of April, 2026.



The Honorable Eric H. DuBois